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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Noris M. Flores Debtor Case No. 16-11278-jkf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Virginia Page 1 of 1 Date Rcvd: Oct 16, 2017 Form ID: pdf900 Total Noticed: 1

Total ID: parson Total Noticea.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 18, 2017.

db +Noris M. Flores, 461 E. Ontario Street, Philadelphia, PA 19134-1124

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 18, 2017 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 16, 2017 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor ARC - ASSETS RECOVERY 23, LLC bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf_frpa@trustee13.com
JENNIE C. TSAI on behalf of Creditor HSBC Bank USA, N.A., As Trustee et. al.

jennie.tsai@phelanhallinan.com JOSEPH_ANGEO DESSOYE on behalf of Creditor HSBC Bank USA, N.A., As Trustee et. al.

paeb@fedphe.com
MARISSA M. O'CONNELL on behalf of CITY OF PHILADELPHIA LAW DEPARTMENT - TAX UNIT

marissa M. O'Connell on benail of City of Philadelphia Law Department - Tax Unit marissa.o'connell@phila.gov, James.Feighan@phila.gov

MATTEO SAMUEL WEINER on behalf of Creditor ASSETS RECOVERY 23, LLC bkgroup@kmllawgroup.com MEGAN N. HARPER on behalf of Creditor City of Philadelphia megan.harper@phila.gov, james.feighan@phila.gov

MICHAEL A. CATALDO2 on behalf of Debtor Noris M. Flores ecf@ccpclaw.com, igotnotices@ccpclaw.com

MICHAEL A. CATALDO2 on behalf of Plaintiff Noris M. Flores ecf@ccpclaw.com, igotnotices@ccpclaw.com

MICHAEL A. CIBIK2 on behalf of Debtor Noris M. Flores ecf@ccpclaw.com, igotnotices@ccpclaw.com POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf_frpa@trustee13.com

REBECCA ANN SOLARZ on behalf of Creditor ARC - ASSETS RECOVERY 23, LLC bkgroup@kmllawgroup.com
THOMAS I. PULEO on behalf of Creditor ASSETS RECOVERY 23, LLC tpuleo@kmllawgroup.com,
bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 14

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Noris M. Flores	<u>Debtor</u>	CHAPTER 13
ARC - ASSETS RECOVERY 23, LLC		
VS.	Movant	NO. 16-11278 % XJKF
Noris M. Flores	Debtor	11 U.S.C. Section 362
Frederick L. Reigle	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$9,714.90, which breaks down as follows;

Post-Petition Payments:

July 2016 through September 2017 at \$647.66 per month

Total Post-Petition Arrears:

\$9,714.90

- The Debtor(s) shall cure said arrearages in the following manner,
- a). Within seven (7) days of the filing of this Stipulation, Debtor(s) shall tender a down payment of \$7,300.00.
- b). Beginning on October 1, 2017 and continuing through March 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$647.66 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$402.48 towards the arrearages on or before the last day of each month at the address below;

ClearSpring Loan Services 19451 Dallas Parkway, Suite 100N Dallas, TX 75287

Maintenance of current monthly mortgage payments to the Movant c). thereafter.

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> 3. Should debtor(s) provide sufficient proof of payments (front & back copies of

> cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within TEN (10) days of the date of said notice. If

Debtor(s) should fail to cure the default within TEN (10) days, the Movant may file a Certification of

Default with the Court and the Court shall enter an Order granting the Movant relief from the

automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order7 granting the Movant relief from the automatic stay.

If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

The parties agree that a facsimile signature shall be considered an original signature.

August 30, 2017 Date:

By: /s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire

Attorney for Movant

KML Law Group, P.C.

701 Market Street, Suite 5000

Philadelphia, PA 19106-1532

(215) 627-1322 FAX (215) 627-7734

Date:

Michael A. Cataldo, Esquire

Attorney for Debtor

Michael A. Cibik, Esquire

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Date: 10/17/17	Frederick L. Reigle Chapter 13 Trustee
The foregoing Stipulation between Ass Approved by the Court this16th day of retains discretion regarding entry of any furt	October , 2017. However, the court
	Bankruptcy Judge Sxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx